

Enterprise Enrollment for Government Partners

Master Agency <i>(Microsoft affiliate to complete)</i>		Proposal ID/Framework ID	
Enterprise Agreement Number <i>(Microsoft affiliate to complete)</i>		Previous enrollment Number <i>(if renewing Software Assurance)</i> <i>(Government Partner to complete)</i>	
Enrollment Number <i>(Microsoft affiliate to complete)</i>		Earliest expiring enrollment end date <i>(Government Partner to complete)</i>	
Microsoft Government Partner Authorization Expiration Date <i>(Microsoft affiliate to complete)</i>			

This Enrollment must be attached to a signature form to be valid.

This Government Partner Microsoft Enterprise Enrollment is entered into between the entities identified in the signature form as of the effective date. Under this Enrollment, Government Partner may order Licenses for the benefit of the Enrolled Affiliate identified in the section below entitled "Contact Information", and not for use or access by Government Partner or any other third party.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Government Partner agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts> or the Product Use Rights which are located at <http://www.explore.ms>.

Effective date. If Government Partner on behalf of Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement and this Enrollment. Microsoft will advise Government Partner of the Enrolled Affiliate's renewal options before this Enrollment expires.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Product order. Government Partner's Microsoft licensing executive will provide Government Partner with a price sheet. That price sheet will contain Government Partner's Product order, pricing, and billing terms. That Product order and pricing and those billing terms are incorporated here by reference. The price sheet must be signed and attached for the Enrollment to be valid.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment

“Additional Product” means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Government Partner on behalf of Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Government Partner on behalf of Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Product Use Rights” means the use rights or terms of service for each Product and version published for that licensing program at <http://www.explore.ms> (select License Agreement/Product Use Rights) or at a successor site. The applicable Product Use Rights are expressly incorporated into this Agreement.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License(s) to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Order requirements.

- a. Minimum Order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses in a single Product Pool for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise Commitment.** If ordering any Enterprise Products, Government Partner’s order on behalf of Enrolled Affiliate must include coverage for all Qualified Users and/or all Qualified Devices in any Product Pool an Enterprise Product is ordered in. Enrolled Affiliate may elect to mix Enterprise Products and the corresponding Enterprise Online Services within a Product Pool as long as all devices not covered by an Enterprise Product are only used by Users covered with a per user license.
 - (ii) Enterprise Online Services.** If ordering Enterprise Online Services only, then Government Partner on behalf of Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Government Partner on behalf of Enrolled Affiliate may order Additional Products and Services.
- c. Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage.** Government Partner on behalf of Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Licensing Executive. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.**
 - a.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order.
 - b.** Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses.
- f. True-up requirements.** Government Partner must submit an annual true-up order that accounts for changes since the initial order or, if there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) Enterprise Products.** For Enterprise Products, Government Partner must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Government Partner must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product List, Government Partner may reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Transitions. Government Partner must report all Enrolled Affiliate Transitions. Transitions may result in an increase in certain Licenses to be included on the true-up order and a reduction of other Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. For Licenses paid up front, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

(v) Subscription License reductions. Government Partner may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product List, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices or Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on subscription licenses do not count towards this total count.
- 2) For Enterprise Online Services in a given Product Pool not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Government Partner may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vi) Update statement. An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Government Partner's authorized representative.

(vii) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(viii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Government Partner for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(ix) Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Government Partner may step-up to a higher edition or suite as follows:

- 1) For step-up Licenses included on an initial order, Government Partner may order according to the true-up process.
 - 2) If step-up Licenses are not included on an initial order, Government Partner may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
 - 3) If Government Partner has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
 - 4) If Government Partner Transitions a License, it may be able to further step-up the Transitioned License. If Government Partner chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.
- (x) **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Government Partner to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- (xi) **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Government Partner's price level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Government Partner's Price Level will be captured in the Product Selection Form.
- b. **Setting Prices.** Microsoft's price to Government Partner for each Product will be established between Microsoft and Government Partner. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Government Partner for each Product will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices for Government Partner are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Government Partner may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Government Partner in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Government Partner may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. Transitions.

- a. **Transition requirements.**
 - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Government Partner may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) Government Partner must order the Licenses to which it is transitioning for the year(s) following the Transition Period.

- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- b. Effect of Transition on Licenses.**
- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
 - (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
 - (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

6. *End of Enrollment term and termination.*

- a. General.** At the Expiration Date, Government Partner must immediately order and pay for Licenses for Products Enrolled Affiliate has used but for which Government Partner has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal Option.** At the Expiration Date of the initial term, Government Partner can renew Products for Enrolled Affiliate by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Government Partner to enter into new Agreements and Enrollments at renewal.
- c. If Government Partner elects not to renew.**
 - (i) **Software Assurance.** If Government Partner elects not to renew Software Assurance for any Product under its Enrollment for Enrolled Affiliate, then Government Partner will not be permitted to order Software Assurance for Enrolled Affiliate later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Government Partner's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Government Partner does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services without an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Microsoft will keep Customer Data in a limited function account for 90 days so that Government Partner or Enrolled Affiliate may extract it. Government Partner will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Government Partner agrees, on behalf of Enrolled Affiliate that, other than as described above, Microsoft has no obligation to continue to hold, export or return Customer Data and that Microsoft has no liability whatsoever for deletion of Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Enterprise Agreement.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Government Partner a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes.

Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☐ Enrolled Affiliate only ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Government Partner consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Government Partner primary contact information.** Government Partner must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless contacts are identified for specific purposes.

Name of Entity (must be legal entity name)*

Contact name*: First Last

Contact email address*

Street address*

City*

State*

Postal code*

Country*

Phone*

** indicates required fields*

- b. Government Partner notices and online administrator.** This individual receives contractual notices. They are also the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

☐ Same as Government Partner primary contact (default if no information is provided below, even if the box is not checked)

Contact name*: First Last

Contact email address*

Street address*

City*

State*

Postal code*

Country*

Phone*

☐ This contact is a third party (not the Government Partner). Warning: This contact receives personally identifiable information of the Government Partner.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Language preference.** Select the language for notices. English

- e. Government agency Enrolled Affiliate (Sub-agency level).**

Name of Agency*

Contact name*: First Last

Contact email address*

Street address*

City*

State*

Postal code*

Country*

Phone*

** indicates required fields*

- f. Billing information.** This billing information designates where invoices should be sent for Microsoft to process invoices.

Name of Entity*

Accounts payable contact name*: First Last

Accounts payable contact email*

Street address*

City*

State*

Postal code*

Country*

Phone*

** indicates required fields*

- g. Microsoft licensing executive.** Provide the Microsoft licensing executive contact for Government Partner.

Microsoft licensing executive name:

Microsoft licensing executive email address:

- h.** If Government Partner requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact remains the default.*

- (i)** Additional notices contact
- (ii)** Software Assurance manager
- (iii)** Subscription manager
- (iv)** Online Services manager
- (v)** Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.